

**Vehicle**

The date of this lease is 10/31/08

The scheduled term of this lease is 36 months ("Lease Term").

The scheduled date this lease ends is 11/01/11 ("Lease End").

**Parties**

Lessor (Dealer): **BALLYE MOTORS**

Address: **1650 NORTHERN BLVD**  
**ROSELIN, NY 11576-4101**

Lessee: **BERNARD L MADOFF INVESTMENT SECURITIES LLC**  
**885 THIRD AVENUE**  
**NEW YORK, NY 10022 NASSAU**

Address of principal place of business, if different from Lessor's billing address (no P.O. Box):

(Print Name)

Unless otherwise specified, "lease" refers to this Motor Vehicle Lease Agreement, "vehicle" refers to the vehicle described above, "you", "your", and "yours" refer to the Lessee and any Co-lessee, "we", "us", and "our" refer to the Lessor and, after the lease is assigned, to BALLYE TRUST, or its successors and assigns. "Assignee" refers to BALLYE TRUST or its successors and assigns. The "Vehicle Turn-In Fee" is a fee to cover the cost of disposing of the vehicle, commonly referred to as a disposition fee. "Pre-owned" refers to used vehicles. You agree to use the vehicle from us on the terms and conditions provided in the front and back of the lease. The terms and conditions contained in this lease are made on behalf of Lessor and Assignee.

**Consumer Lending and Disclosures**

<b>1. Amount Due at Lease Signing or Delivery</b>	<b>2. Monthly Payments</b>	<b>3. Other Charges not part of your Monthly Payment</b>	<b>4. Total of Payments</b>
a. Your first Monthly Payment of \$ <u>1712.14</u> is due on <u>10/31/08</u> (the "first payment").	a. Your first Monthly Payment of \$ <u>1712.14</u> is due on <u>10/31/08</u> (the "first payment").	a. Vehicle Turn-In Fee (if you do not purchase the vehicle) \$ <u>595.00</u>	a. (The amount you will have paid by the end of the lease)
b. On or after <u>11/01/08</u> , of each month, The total of your Monthly Payments is \$ <u>61637.04</u>	b. On or after <u>11/01/08</u> , of each month, The total of your Monthly Payments is \$ <u>61637.04</u>	b. N/A	b. N/A
c. Total \$ <u>2702.22</u>	c. Total \$ <u>61637.04</u>	c. Total \$ <u>595.00</u>	c. Total \$ <u>63222.12</u>

**5. Itemization of Amount Due at Lease Signing or Delivery:**

a. Amount Due at Lease Signing or Delivery:	
1. First Total Monthly Payment (includes sales tax fees)	\$ <u>1712.14</u>
2. Capitalized Cost Reduction	\$ <u>0.00</u>
3. Acquisition Fee (if not capitalized)	\$ <u>795.00</u>
4. Sales/Mile Taxes	\$ <u>66.58</u>
5. Refundable Security Deposit	\$ <u>N/A</u>
6. Title Fees	\$ <u>61.00</u>
7. License Fees	\$ <u>N/A</u>
8. Registration Fees	\$ <u>N/A</u>
9. Waste Tire Recycling Fee	\$ <u>12.50</u>
10. Inspection & Gas	\$ <u>10.00</u>
11. DEALER FEE	\$ <u>45.00</u>
12. Total	\$ <u>2702.22</u>

**b. How the Amount Due at Lease Signing or Delivery will be paid:**

1. Net Trade-In Allowance	\$ <u>N/A</u>
2. Rebates and non-cash credits	\$ <u>N/A</u>
3. Amount to be paid in cash	\$ <u>2702.22</u>
4. N/A	\$ <u>N/A</u>
5. Total	\$ <u>2702.22</u>

**6. Your monthly payment is determined as shown below:**

a. Gross Capitalized Cost: The agreed upon value of the vehicle is \$ <u>24000.00</u> and any sales tax you pay over the lease term (such as above contract, insurance, and any outstanding prior credit or lease balance)	\$ <u>89102.87</u>
b. Capitalized Cost Reduction: The amount of any net trade-in allowance, rebate, warranty credit, or cash you pay that reduces the Gross Capitalized Cost	\$ <u>0.00</u>
c. Adjusted Capitalized Cost: The amount used in calculating your Base Monthly Payment	\$ <u>89102.87</u>
d. Residual Value: The value of the vehicle at the end of the lease used in calculating your Base Monthly Payment	\$ <u>46221.70</u>
e. Depreciation and any amortized amounts: The amount charged for the vehicle's decline in value through normal use and for other items paid over the lease term	\$ <u>42881.17</u>
f. Rent Charge: The amount charged in addition to the Depreciation and any amortized amounts	\$ <u>16755.87</u>
g. Total of Base Monthly Payments: The Depreciation and any amortized amounts plus the Rent Charge	\$ <u>61637.04</u>
h. Lease Payments: The number of payments in your lease	<u>36</u>
i. Base Monthly Payment	\$ <u>1712.14</u>
j. Monthly Sales/Tax Taxes	\$ <u>N/A</u>
k. N/A	\$ <u>N/A</u>
l. Total Monthly Payment	\$ <u>1712.14</u>

**7. Early Termination:** You may have to pay a substantial charge if you end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater the charge is likely to be.

**8. Excess Wear and Use:** You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 45,000 miles (Mileage Allowance) for the term of this lease, at the rate of 25 per mile.

**9. Purchase Option at End of Lease Term:** You have an option to purchase the vehicle ("as is") at the end of the lease term for \$ 46221.70. plus a Purchase Option Fee of \$ 350.00 plus a processing fee of \$ 150.00, plus all official fees and taxes. See the Purchase Option section on the back of this lease for more information.

**10. Other Important Terms:** See your lease documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, title and contract charges, insurance, and any security interests, if applicable.

**11. Itemization of Gross Capitalized Cost**

a. Price of Vehicle	\$ <u>84000.00</u>
b. Approved Dealer Installed Equipment	\$ <u>N/A</u>
c. Service Contract	\$ <u>N/A</u>
d. Extended Warranty	\$ <u>N/A</u>
e. Credit Life and/or Credit Disability Premium	\$ <u>N/A</u>
f. Current Net Sales, Title, License, Registration	\$ <u>N/A</u>
g. Acquisition Fee	\$ <u>N/A</u>
h. Sales/Use Taxes	\$ <u>5102.87</u>
i. Other Tax (described)	\$ <u>N/A</u>
j. N/A	\$ <u>N/A</u>
k. N/A	\$ <u>N/A</u>
l. Total Gross Capitalized Cost	\$ <u>89102.87</u>

**12. Estimated Official Fees and Taxes**

The total estimated amount you will pay for official fees, license, title and registration fees, and taxes over the term of your lease, including included with your Monthly Payment or purchased otherwise is \$ 5382.45. This is an estimate and the actual total of Official Fees and Taxes may be higher or lower than this estimate. The actual total of Official Fees and Taxes depends on the rates in effect, the value of the vehicle and the garage location of the vehicle at the time the fees and taxes are assessed.

**13. Mileage Allowance**

If your Mileage Allowance in section 8 above is greater than 45,000 "Base Mileage Allowance", you have chosen to purchase additional miles for your Mileage Allowance Determination. If you have purchased additional miles, then N/A per mile, except as provided below, you will be eligible for a credit or refund of N/A per mile for any unused additional miles between the Base Mileage Allowance and your Mileage Allowance over the term of the lease. You will not receive a refund if the vehicle is damaged or stolen, you are in default, you purchase the vehicle, or the refund is less than \$1.00.

**14. Missing Records**

If you do not return the vehicle's maintenance booklets as provided in the Maintenance section of this lease, you will owe a missing records fee in the amount of \$ 500.00.

**15. New and Pre-owned Vehicle Warranty**

If the vehicle is new, it is covered by a standard new vehicle warranty from the manufacturer.

If the vehicle is pre-owned, it is not covered by a warranty unless indicated by a check in the corresponding box below:

☐ Remainder of standard new vehicle warranty from manufacturer

☐ Pre-owned vehicle warranty from manufacturer

☐ Pre-owned warranty from other third-party provider

We assign to you all rights we have under any of these warranties. You acknowledge that you have received a copy of the assigned warranties.

**16. Optional Insurance and Other Products**

You are not required to buy any of the optional insurance or other products listed below to enter into this lease, and you are not a factor in our credit decision. These insurance and other products will not be provided unless you see a checkmark in the "yes" column. If you indicate "yes", you agree that you have received a notice of the terms and cost of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be estimated by the Lessor (Dealer). These coverages are not provided by the Lessor. You must purchase all matters related to these coverages, including refunds, through the provider. The terms and conditions for these coverages are provided in a separate contract, which you acknowledge that you have received and read.

If the price of these coverages is also included in the itemization of Gross Capitalized Cost, it will be included in the Base Monthly Payments. If not, you have paid for the coverages in full upon signing this lease.

Unless you receive written notification otherwise, credit life and credit disability insurance end on the original due date of the last payment due under the lease.

☐ Credit Life Provider N/A

Initial Coverage \$ N/A Premium \$ N/A

Lessor/Co-Lessor Initials N/A

☐ Credit Disability Provider N/A

Maximum Mo. Benefit \$ N/A Premium \$ N/A

Lessor/Co-Lessor Initials N/A

☐ Service Agreement Provider N/A

Coverage is for N/A months or N/A miles, whichever happens first.

Premium or charge \$ N/A Lessor/Co-Lessor Initials N/A

☐ Extended Warranty Provider N/A

Coverage is for N/A months or N/A miles, whichever happens first.

Premium or charge \$ N/A Lessor/Co-Lessor Initials N/A

**17. Additional Disclosures Required by New York Law.**

**Capitalized Cost:** Capitalized Cost is the sum of the Adjusted Capitalized Cost and any Capitalized Cost Reduction. The Capitalized Cost and the amount of the Monthly Payment may be negotiated.

**Adjusted Capitalized Cost:** Adjusted Capitalized Cost is the amount which is capitalized in connection with the lease and is used in determining the amount of your Monthly Payment. The amount will be used in determining your Early Termination Liability. The Adjusted Capitalized Cost may be used to compare the early termination provisions of competing leases.

**Estimated Residual Value:** \$ 46221.70

**WARNING: Important consumer protections may not apply if this agreement indicates that you are leasing the vehicle primarily for agricultural, business or commercial use.**

**NOTICE TO LESSEE: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT WHEN YOU SIGN IT.**

**LESSEE**

By signing below, you acknowledge that:

- The lease is a consumer lease.
- You have read this lease carefully and agree to all of its terms, including the "IMPORTANT INFORMATION, DISCLOSURES, AND PRIVACY POLICY ON THE REVERSE SIDE."
- You have received a complete copy of this lease, and the Lessor may assign all rights, title, and interest in this lease, vehicle and Guaranty to anyone.

**MOTOR VEHICLE LEASE AGREEMENT**

**BERNARD L MADOFF INVESTMENT SECURITIES LLC**

By Director

At 416 762 336 NY

On 10/31/08

**LESSOR SIGNATURE AND ASSIGNMENT**

I, BERNARD L MADOFF INVESTMENT SECURITIES LLC, by Director, do hereby assign to you all my rights, title, and interest in this lease, vehicle and Guaranty to anyone, subject to the terms and conditions of the Retail Installment Contract and Lease Program Agreement with or assigned to DCFB USA LLC and Lessor.

X Director For BERNARD L MADOFF INVESTMENT SECURITIES LLC

**GUARANTY**

The Guarantor(s) named below absolutely and unconditionally guarantee(s) payment of all amounts owed under this lease. This means if the Lessee(s) fail to pay any money owed, guarantor(s) will pay it. All Guarantor(s) shall be jointly and severally liable and agree that this guaranty shall not be affected by any changes to this lease. Guarantor(s) also agree to be liable for all fees and costs, including attorney fees, that the Lessor incurs in enforcing this lease or guaranty.

Guarantor(s) has/have received a complete copy of this lease and guaranty at the time of signing.

By Director X

At 416 762 336 NY

On 10/31/08

**INSURANCE VERIFICATION**

Lessor (or Dealer) has verified that the insurance coverage required by this lease is in force on the date of this lease. All matters regarding insurance should be sent to Mercedes-Benz Financial, P.O. Box 1900, ROANOKE, TX 76262.

**OREBACON REQUEST 7120028380001**

**OREBACON REQUEST 5110485477**

**HANASSET, NY**

**THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE A PART OF THIS LEASE.**

**AUTO-PAY DEBIT AUTHORIZATION**

Upon acceptance by DCFB USA LLC, its successors and assigns ("Mercedes-Benz Financial"), of this authorization and a properly voided check, preprinted with all the account holder's name and address, Mercedes-Benz Financial is authorized by the account holder ("you" or "your") to initiate electronic debit entries in effect a charge to any other commercially acceptable means to your account held at the financial institution listed below for the amount of the monthly payment due under your lease with Mercedes-Benz Financial or DCFB USA LLC under the "Lease Program Agreement". The account number is listed below. You authorize and request that Mercedes-Benz Financial listed on this form to make such debit entries. In addition, this authorization includes all other amounts set pursuant to the terms of the Agreement, which may vary from the terms of the regularly scheduled payments to an amount exceeding the regularly scheduled payment by \$100. You acknowledge that Mercedes-Benz Financial will notify you of any changes in the dollar amounts to be debited from your account when the debited amount will exceed the regularly scheduled payment by more than \$100. This authorization will remain in effect until either Mercedes-Benz Financial or you have received a written notice of cancellation from the other party or until satisfaction in full of all your obligations under the Agreement. Your debit payment will be deducted on your scheduled due date and will continue up to and including the last payment due on your account. You may receive a separate bill for charges associated with the return of your vehicle (i.e., excess wear and use, excess mileage, etc.).

Financial Institution Name HANASSET, NY

Checking/Debit Account Number 416 762 336

Account Holder's Signature Director

Date 10/31/08



DAIMLER TRUST  
PO BOX 685  
ROANOKE TX 76262

008971

# CERTIFICATE OF TITLE

## NEW YORK STATE



Title and Identification No.		Year	Make	Model Code	Body/Hull	* * LIENS * *
WDDNG86X49A254361		2009	ME/BE	S5A	4DSD	Document No. 542616X
Color	Wt./Sts./Lgth.	Fuel	Cyl./Prop.	New or Used	Type of Title	Date Issued
BK	4478	GAS	8	NEW	VEHICLE	12/05/08

Name and Address of Owner(s)

DAIMLER TRUST  
PO BOX 685  
ROANOKE TX

ODOMETER READING:

00012

ACTUAL MILEAGE

00012

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder

DAIMLER TITLE CO  
PO BOX 997545  
SACRAMENTO CA 95899

Lienholder

\* ONE LIEN RECORDED \*

Lienholder

\* ONE LIEN RECORDED \*

Lienholder

\* ONE LIEN RECORDED \*

MV-999 (7/03)

DEPARTMENT OF MOTOR VEHICLES

84-001-0037 (10/07) REGM NY, ME

**DEALER LEASE WORKSHEET  
NEW YORK, MAINE - REGULATION M**

Mercedes-Benz Financial

DEALER NAME <b>RALLYE MOTORS</b>		CUSTOMER NAME <b>BERNARD L MADOFF INVESTMENT SECURIT</b>		
SERIAL NUMBER <b>WDDN686X49A254361</b>		SOCIAL SECURITY NUMBER		
YEAR <b>2009</b>	MODEL <b>S550-4 V4</b>	LEASE DATE <b>10/31/2008</b>	LEASE TERM <b>36</b>	BASE ANNUAL MILES <b>15000</b>

**CAPITALIZED COST CALCULATION**

1 Agreed Upon Value of the Vehicle	\$ 84000.00
2 Other (explain)	\$ +
3 Prior Credit or Lease Balance (negative equity)	\$ +
4 Subtotal	\$ = 84000.00
5 Acquisition Fee (if capitalized)	\$ +
6 Scheduled Maintenance Cost	\$ +
7 Additional Wear & Usage	\$ +
8 Subtotal	\$ = 84000.00
9 (A) Capitalized Cost Reduction Trade	\$ -
(B) Capitalized Cost Reduction Cash	\$ -
10 Subtotal (basis for lease payment calculation)	\$ = 84000.00
11 Total Capitalized Sales Tax Due (calculation B)	\$ + 5102.87
12 Adjusted Capitalization Cost (lines 10 + 11)	\$ = 89102.87
13 Gross Capitalized Cost (lines 9 + 12)	\$ = 89102.87

**LEASE PAYMENT CALCULATION**

14 Residual Value (calculation A)	\$ 46221.70
15 Depreciation (lines 10 - 14)	\$ 37778.30
16 Money Factor	.0385
17 Add Lines 10 + 14	\$ 130221.70
18 Rent Charge (lines 16 x 17) x Term	\$ 18048.70
19 Total Base Monthly Payments (lines 15 + 18) Single Pay	\$ 55827.00
20 Base Monthly Payment (line 19/Term)	\$ 1550.75

**FOR USE ONLY IF TAXES ARE CAPITALIZED**

21 Residual Value (calculation A)	\$ 46221.70
22 Depreciation (lines 12 - 21)	\$ 42881.17
23 Money Factor	.0385
24 Add Lines 12 + 21	\$ 135324.57
25 Rent Charge (lines 23 x 24) x Term	\$ 18755.87
26 Total of Base Monthly Payments (lines 22 + 25) Single Pay	\$ 61637.04
27 Base Monthly Payment (line 26/Term)	\$ 1712.14

**SETTLEMENT CALCULATION**

28 Adjusted Capitalized Cost (line 12)	\$ 89102.87
29 Other (explain)	\$ +
30 First Base Monthly Payment (line 20 or 27) Single Pay (line 19 or 26)	\$ -
31 Total Sales/Use Tax State (if MBF to pay)	\$ 1712.14
32 Total Sales/Use Tax Local \$ Misc. \$	\$ -
33 Acquisition Fee (if capitalized or paid at signing)	\$ -
34 Standard Lease Reserve Amount (calculation D)	\$ 495.00
35 Wholesale Per Deal Bonus	\$ 1296.13
36 Settlement Amount	\$ 87891.86

**F. Tax Codes**

State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_  
Sales Tax Exempt Code \_\_\_\_\_

Note: Capitalized cost reductions & acquisition fees not capitalized may be subject to sales tax at the applicable rate to be paid at lease signing.

Please contact your own counsel regarding the legal sufficiency of this job aid before you use it. DCFS USA LLC does not guaranty that this job aid complies with all current laws.

**A. Residual Value Calculation**

MSRP	95630.00
Residualized Options	+ 1300.00
Subtotal	= 94330.00
Gas Guzzler Tax	-
Basis for Residual Value	= 94330.00
Residual Value %	x 49.00%
Residual Value	= 46221.70
Prepaid Mileage (\$0.20 per mile)	-
Adjusted Residual Value (line 14 & 21)	= 46221.70

**B. Sales Tax Calculation**

Total of Base Monthly Payments (line 19)	55827.00
Add Cash Downpayment (line 9B)	+ 55827.00
Add Trade-in (line 9A - Maine Only)	=
Taxable Total	=
Sales Tax Rate	x 8.3750
Sales Tax Due (if paid at lease signing)	=
Sales Tax Factor	x 1.09146
Total Capitalized Sales Tax Due (line 11)	= 5102.87

**C. New York Sales Tax Factor = 1 / (1 - Tax Rate)**

Sales Tax Rate %	Sales Tax Factor	Sales Tax Rate %	Sales Tax Factor
7.00 %	1.07527	8.125 %	1.08844
7.375 %	1.07962	8.25 %	1.08992
7.50 %	1.08108	8.375 %	1.09141
7.75 %	1.08401	8.50 %	1.09290
7.875 %	1.08548	8.625 %	1.09439
8.00 %	1.08696	9.50 %	1.10497

Maine Sales Tax Factor	1.05
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**D. Dealer Reserve Calculation**

Customer Money Factor	- 8.88385
Dealer Money Factor	= 8.88385
Dealer Reserve Money Factor	=
Line 17 (Taxes paid at lease signing)	or
Line 24 (if taxes are capitalized)	x
Monthly Reserve	=
Term	x
Total Reserve	= 36
Reserve Percentage	x
Reserve Due	= 1296.13

**E. Wholesale Per Deal Bonus**

<input type="checkbox"/> Standard Rate	<input type="checkbox"/> Wholesale Dealer
<input type="checkbox"/> Special Rate	<input type="checkbox"/> Non-Wholesale Dealer
Per Deal Bonus	=

**G. AETC Disclosure (New York Only)**

Adjusted Cap Cost (line 12)	x 0.0400
AETC Disclosure	=

86595.73